

**-Town of Lexington Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
June 22, 2009**

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

RCN-BECOCOM, INC.

THE BOARD OF SELECTMEN

TOWN OF LEXINGTON,

MASSACHUSETTS

JUNE 22, 2009

TABLE OF CONTENTS

Article/Section	Page
ARTICLE 1 DEFINITIONS.....	1
Section 1.1---DEFINITIONS.....	1
ARTICLE 2 GRANT OF RENEWAL LICENSE.....	7
Section 2.1---GRANT OF RENEWAL LICENSE.....	7
Section 2.2---TERM OF RENEWAL LICENSE	7
Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE	7
Section 2.4---POLICE AND REGULATORY POWERS.....	8
Section 2.5---REMOVAL OR ABANDONMENT	8
Section 2.6---TRANSFER OF THE RENEWAL LICENSE	8
Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION	9
ARTICLE 3 SYSTEM DESIGN	10
Section 3.1---SUBSCRIBER NETWORK	10
Section 3.2---INSTITUTIONAL NETWORK	10
Section 3.3---PARENTAL CONTROL CAPABILITY	12
Section 3.4---EMERGENCY ALERT OVERRIDE CAPACITY.....	12
Section 3.5---SYSTEM TECHNICAL SPECIFICATIONS	12
ARTICLE 4 CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS..	13
Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS	13
Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM.....	13
Section 4.3---UNDERGROUND FACILITIES	13
Section 4.4---TREE TRIMMING.....	14
Section 4.5---RESTORATION TO PRIOR CONDITION	14
Section 4.6---TEMPORARY RELOCATION	14
Section 4.7---DISCONNECTION AND RELOCATION.....	14
Section 4.8---SAFETY STANDARDS	14
Section 4.9---PEDESTALS	15
Section 4.10---PRIVATE PROPERTY	15
Section 4.11---RIGHT TO INSPECTION OF SYSTEM.....	15
Section 4.12---CABLE SYSTEM MAPS.....	15
Section 4.13---SERVICE INTERRUPTION.....	16
Section 4.14---SERVICE OUTAGE NOTIFICATION	16
Section 4.15---COMMERCIAL ESTABLISHMENTS	16
Section 4.16---"DIG SAFE"	16

ARTICLE 5 SERVICES AND PROGRAMMING	17
Section 5.1---BASIC SERVICE	17
Section 5.2---PROGRAMMING	17
Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE	17
Section 5.4---VCR/DVR CABLE COMPATIBILITY	17
Section 5.5---SCRAMBLING	17
Section 5.6---CONTINUITY OF SERVICE	18
Section 5.7---FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS	18
Section 5.8---FREE DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS	18
Section 5.9---PROVISION OF INTERNET SERVICE TO THE TOWN.....	19
ARTICLE 6 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT	20
Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	20
Section 6.2---PEG ACCESS CORPORATION	20
Section 6.3---PEG ACCESS CHANNELS.....	21
Section 6.4---PEG ACCESS CHANNELS MAINTENANCE	21
Section 6.5---PEG ACCESS CABLECASTING	21
Section 6.6---CENSORSHIP	22
ARTICLE 7 LICENSE FEES.....	23
Section 7.1---LICENSE FEE PAYMENT.....	23
Section 7.2---PEG ACCESS/CABLE-RELATED FUNDING	23
Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS	24
Section 7.4---LATE PAYMENT	24
Section 7.5---RECOMPUTATION	24
Section 7.6---AFFILIATES USE OF SYSTEM.....	25
Section 7.7---METHOD OF PAYMENT	25
ARTICLE 8 RATES AND CHARGES.....	26
Section 8.1---RATE REGULATION	26
Section 8.2---NOTIFICATION OF RATES AND CHARGES	26
Section 8.3---PUBLICATION AND NON-DISCRIMINATION.....	26
Section 8.4---CREDIT FOR SERVICE INTERRUPTION	26
Section 8.5---SENIOR CITIZEN DISCOUNT	26
ARTICLE 9 INSURANCE AND BONDS.....	28
Section 9.1---INSURANCE.....	28
Section 9.2---PERFORMANCE BOND.....	29
Section 9.3---REPORTING	29
Section 9.4---INDEMNIFICATION.....	29
Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE	30

ARTICLE 10 ADMINISTRATION AND REGULATION.....	31
Section 10.1---REGULATORY AUTHORITY	31
Section 10.2---PERFORMANCE EVALUATION HEARINGS.....	31
Section 10.3---INFORMATION & LIAISON REQUIREMENTS.....	31
Section 10.4---NONDISCRIMINATION.....	32
Section 10.5---EMERGENCY REMOVAL OF PLANT	32
Section 10.6---REMOVAL AND RELOCATION.....	32
Section 10.7---JURISDICTION AND VENUE	32
Section 10.8---LOCAL TAX INFORMATION	33
ARTICLE 11 DETERMINATION OF BREACH, LIQUIDATED DAMAGES, LICENSE REVOCATION	34
Section 11.1---DETERMINATION OF BREACH	34
Section 11.2---LIQUIDATED DAMAGES	35
Section 11.3---REVOCATION OF THE RENEWAL LICENSE.....	36
Section 11.4---TERMINATION.....	36
Section 11.5---NOTICE TO TOWN OF LEGAL ACTION	36
Section 11.6---NON-EXCLUSIVITY OF REMEDY	36
Section 11.7---NO WAIVER-CUMULATIVE REMEDIES	37
ARTICLE 12 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION	38
Section 12.1---PAYMENT CENTER.....	38
Section 12.2---TELEPHONE ACCESS	38
Section 12.3---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME.....	38
Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS.....	39
Section 12.5---BUSINESS PRACTICE STANDARDS	39
Section 12.6---COMPLAINT RESOLUTION PROCEDURES	40
Section 12.7---DAMAGE OR LOSS OF EQUIPMENT	40
Section 12.8---REMOTE CONTROL DEVICES	40
Section 12.9---LOSS OF SERVICE-SIGNAL QUALITY	40
Section 12.10---EMPLOYEE IDENTIFICATION CARDS.....	41
Section 12.11---PROTECTION OF SUBSCRIBER PRIVACY	41
Section 12.12---PRIVACY WRITTEN NOTICE	41
Section 12.13---MONITORING.....	42
Section 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION.....	42
Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS.....	42
Section 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION.....	43
Section 12.17---PRIVACY STANDARDS REVIEW	43

ARTICLE 13 REPORTS, AUDITS AND PERFORMANCE TESTS	44
Section 13.1---GENERAL	44
Section 13.2---FINANCIAL REPORTS	44
Section 13.3---CABLE SYSTEM INFORMATION.....	44
Section 13.4---IN-HOUSE TELEPHONE REPORTS.....	44
Section 13.5---SUBSCRIBER COMPLAINT/SERVICE INTERRUPTION REPORT	44
Section 13.6---INDIVIDUAL COMPLAINT REPORTS	45
Section 13.7---PERFORMANCE TESTS	45
Section 13.8---QUALITY OF SERVICE.....	45
Section 13.9---DUAL FILINGS	46
Section 13.10---ADDITIONAL INFORMATION.....	46
Section 13.11---INVESTIGATION.....	46
ARTICLE 14 EMPLOYMENT	47
Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY	47
Section 14.2---NON-DISCRIMINATION	47
ARTICLE 15 MISCELLANEOUS PROVISIONS.....	48
Section 15.1---ENTIRE AGREEMENT.....	48
Section 15.2---CAPTIONS	48
Section 15.3---SEPARABILITY	48
Section 15.4---ACTS OR OMISSIONS OF AFFILIATES.....	48
Section 15.5---RENEWAL LICENSE EXHIBITS	48
Section 15.6---WARRANTIES	48
Section 15.7---FORCE MAJEURE	49
Section 15.8---REMOVAL OF ANTENNAS	49
Section 15.9---SUBSCRIBER TELEVISION SETS	49
Section 15.10---APPLICABILITY OF RENEWAL LICENSE.....	49
Section 15.11---NOTICES.....	49
Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY	50
Section 15.13---TOWN'S RIGHT OF INTERVENTION.....	50
Section 15.14---TERM	50

LIST OF EXHIBITS

Exhibit	Page
	E-
EXHIBIT 1 FCC TECHNICAL SPECIFICATIONS.....	2
EXHIBIT 2 GENERAL DESCRIPTION OF THE LEXINGTON INSTITUTIONAL NETWORK.....	5
EXHIBIT 3 CURRENT INSTITUTIONAL NETWORK LOCATIONS.....	6
EXHIBIT 4 FUTURE INSTITUTIONAL NETWORK LOCATIONS.....	7
EXHIBIT 5 DEDICATED FIBER LINK CONNECTIONS TO ACCESS STUDIO	8
EXHIBIT 6 THREE-PARTY INSTITUTIONAL NETWORK AGREEMENT.....	9
EXHIBIT 7 PROGRAMMING AND INITIAL SIGNAL CARRIAGE.....	11
EXHIBIT 8 FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS .	12
EXHIBIT 9 FREE DROPS AND MONTHLY SERVICE TO SCHOOL BUILDINGS	13
EXHIBIT 10 GROSS ANNUAL REVENUES REPORTING FORM.....	14
EXHIBIT 11 207 CMR 10.00 BILLING AND TERMINATION OF SERVICE.....	15
EXHIBIT 12 FCC CUSTOMER SERVICE OBLIGATIONS.....	19
EXHIBIT 13 MASSACHUSETTS COMPETITION DIVISION FORM 500	23

AGREEMENT

This Cable Television Renewal License entered into this 22nd day of June, 2009, by and between the Board of Selectmen of the Town of Lexington, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A, and RCN-BecoCom, Inc. ("RCN").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Lexington, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Lexington; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing in the Town, on March 26, 2009, pursuant to Section 626(a) of the Cable Act, to (1) ascertain the future cable-related community needs and interests of Lexington, and (2) review the performance during the current license term.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Lexington resident and/or any persons affiliated with a Lexington institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Access Corporation: The entity, designated by the Issuing Authority from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System.

(4) Access Studio: The studio, operated by the Issuing Authority or its designated Access Corporation, from which Public, Educational and Governmental programming is provided to the designated Access Channels on the Cable Television System. The Access Studio is currently located at 1001 Main Campus Drive (Kline Hall), Lexington, MA.

(5) Affiliate or Affiliated Person: Another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(6) Basic Service: Any service tier that includes the retransmission of local television broadcast signals.

(7) CMR: The Code of Massachusetts Regulations.

(8) Cable Communications Act (the "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(9) Cable Service: The one-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming or other programming services, which the Licensee may make available to all Subscribers generally.

(10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within the Town.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(12) Communications Advisory Committee ("CAC"): The Town's cable advisory committee appointed by the Issuing Authority as its primary designee on Cable Television matters and, in the absence of explicit language to the contrary in any Town cable television license or any applicable statute, regulations, etc., the Town entity authorized to act on behalf of the Issuing Authority with regard to any Town cable television license.

(13) Competition Division: The Competition Division of the Massachusetts Department of Telecommunications and Cable

(14) Complaint: Any written/or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(15) Converter: Any device altering a Signal coming to a Subscriber. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(16) Department of Public Works ("DPW"): The Department of Public Works of the Town of Lexington, Massachusetts.

(17) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

(18) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(19) DVR: The acronym for Digital Video Recorder.

(20) Educational Access Channel: A specific channel(s) on the Cable System made available by the Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and information to the public.

(21) Effective Date of Renewal License (the "Effective Date"): July 1, 2009.

(22) FCC: The Federal Communications Commission, or any successor agency.

(23) Feeder Line: A branch off one of the Town-wide distribution cable trunks that feeds a small area or neighborhood.

(24) Geographic Information System ("GIS"): A computer-based system that incorporates storage of mapping and feature location data for a geographical area and analysis and display of this data as requested by a user.

(25) Government Access Channel: A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial programming and/or information to the public.

(26) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; any and all Cable Service fees and/or Cable Service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; fees paid on all Subscriber fees ("fee-on-fee"); Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person that is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means that has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(27) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(28) Hub or Hub Site: A sub-Headend, located within the Town of Lexington, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

(29) Institutional Network ("I-Net"): The dedicated fiber-optic network for the use of the Issuing Authority, its designees and Town departments.

(30) Internet: The world-wide system of interconnected computer networks.

(31) Issuing Authority: The Board of Selectmen of the Town of Lexington, Massachusetts.

(32) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(33) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Lexington, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G. L. Chapter 166A.

(34) Licensee: RCN-BecoCom, Inc. or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(35) Normal Business Hours: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(36) Origination Capability An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(37) Outlet: An interior receptacle that connects Subscriber or User equipment to the Cable System or the I-Net.

(38) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(39) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(40) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(41) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(42) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(43) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(44) Prime Rate: The prime rate of interest at Bank of America.

(45) Public Access Channel: A specific channel(s) on the Cable System made available by the Licensee for the use of Lexington residents and/or organizations wishing to present non-commercial programming and/or information to the public.

(46) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(47) Renewal License: The non-exclusive Cable Television Renewal License to be granted to the Licensee by this instrument.

(48) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter, or other Licensee-enabled decoding device.

(49) Service: Any Basic Service, any Pay Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(50) Signal: Any transmission of electromagnetic or optical energy that carries Programming from one location to another.

(51) State: The Commonwealth of Massachusetts.

(52) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(53) Subscriber Network: The minimum 860 MHz network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(54) Town: The Town of Lexington, Massachusetts.

(55) Town Counsel: The Town Counsel of the Town of Lexington, Massachusetts.

(56) Town Headend: A location within the Town of Lexington where local I-Net switching and I-Net to Internet communications switching are performed, currently located at the DPW building at 201 Bedford Street in Lexington MA.

(57) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

(58) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(59) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(60) VCR: A video cassette recorder.

(61) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Lexington, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive cable television renewal license to the Licensee authorizing the Licensee to lawfully operate and maintain a Cable Television System within the corporate limits of the Town of Lexington.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all lawful Town, State and federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Lexington within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Lexington. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or Town ordinances enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on July 1, 2009 and expiring on June 30, 2019, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the

construction, upgrade, installation, operation or maintenance of a cable television system within the Town of Lexington; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all DPW regulations and any by-laws enacted by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter; provided, however, that in the event of a dispute hereto, the parties agree to meet and negotiate in order to resolve such dispute in good faith. If reasonable negotiations to resolve such dispute are not successful, the parties agree to submit such dispute to a forum of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Subject to Section 3.2(o) infra, upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee has renewed its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Pursuant to M.G.L. c. 166A, Section 7, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a hearing upon a written application therefor on forms as may be prescribed by the FCC and/or the Competition Division. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority may consider such factors as the transferee's management experience, technical expertise, financial capability, and legal ability to operate a cable system under the existing license, and any other criteria allowable under law.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of this Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application for transfer within one hundred twenty (120) days of receipt of said application for transfer. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless occurred, the Issuing Authority may revoke and terminate this Renewal License in accordance with the provisions of Section 11.1 infra.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to make available to all residents of the Town its minimum eight hundred sixty Megahertz (860 MHz) Subscriber Network, fully capable and activated to have a minimum capacity equivalent to one hundred ten (110) NTSC video Downstream and four (4) NTSC video Upstream Channels.

(b) The Licensee shall transmit all of its Signals to Lexington Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Licensee shall transmit all of its Signals to Lexington Subscribers with closed captioning, provided that such Signals are available and furnished to the Licensee with closed captioning

(d) The Subscriber Network shall have the capacity to carry advanced television and high-definition television Signals, when available to the Licensee.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain, at its sole cost and expense, its fiber-optic Institutional Network ("I-Net") for the exclusive use of the Town, the Issuing Authority and/or its designees, which I-Net has significant value to the Town.

(b) The I-Net shall comply in all respects with the "General Description of the Lexington Institutional Network", including equipment specified therein, attached hereto as **Exhibit 2** and made a part hereof.

(c) The Licensee shall maintain and replace in a timely manner all equipment that is part of the I-Net without any charge(s) to the Issuing Authority, the Town and/or Subscribers. The Town shall maintain and replace any end-user equipment that it owns and operates.

(d) An upstream fiber and a downstream fiber shall connect each of the locations specified in **Exhibit 3** ("Current Institutional Network Locations") to the Licensee's Hub location using a star network topology.

(e) The I-Net shall be capable of providing voice, video and data services between any I-Net locations specified in **Exhibit 3**. The Licensee shall provide professional consulting services to the Town in order to facilitate video and data transmission capacity over the I-Net. Designated Users shall be able to transmit to other users using a modulator and/or other necessary equipment.

(f) The Licensee shall respond to the Town within two (2) hours of notification from the Town of an I-Net service problem.

(g) The Licensee shall provide the Town with contact information, including telephone numbers, for the Town to reach the Licensee's technical staff.

(h) Subject to the availability of fiber in the existing network, the Licensee shall add additional locations to the I-Net as requested by the Town.

(i) If the requested location is aerial and within two hundred fifty feet (250') of the Licensee's Trunk and Distribution System, the connection shall be made at no cost to the Town, and in accordance Section 3.2(h) (iv) below.

(ii) If the requested location is either underground or an aerial drop that is further than two hundred fifty feet (250') from the Licensee's Trunk and Distribution System, the Licensee shall provide a written estimate to the Town for the cost of making the connection, within thirty (30) days of receipt of such request from the Town. If the Town accepts the estimate, the Licensee shall make the connection, in accordance with the timeframes described in Section 3.2(h) (iv) below effective with the Town's acceptance of the written estimate and bill the Town for the cost upon completion of the connection

(iii) Subject to Section 3.2(h) (i) & 3.2(h) (ii) above, an initial set of additional I-Net drops is listed in **Exhibit 4**, attached hereto.

(iv) Construction, installation and activation of additional designated Drops and Outlets shall be completed within sixty (60) days of designation by the Issuing Authority, for aerial Drops, and within one hundred twenty (120) days of designation by the Issuing Authority, for underground Drops, weather permitting, or such later date as may be reasonably and mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the I-Net Locations designated to receive a Drop or Outlet, prior to the installation of such Drop or Outlet. The Issuing Authority shall designate such officials in writing to the Licensee.

(i) The Town shall have the right hereto to use the I-Net for any non-commercial purposes whatsoever, including, but not limited to, carrying Internet Service(s) from third parties on the I-Net for the Town's internal use only, without charges of any kind levied by the Licensee.

(j) The Licensee shall continue to provide to the Town dedicated fiber links between the Access Studio at Kline Hall, 1001 Main Campus Drive in Lexington MA, and specified locations within Lexington (See **Exhibit 5**)

(k) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing an Access Corporation(s) to use one (1) or more I-Net channels.

(l) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net. Scheduled tests shall be performed at least approximately once every six (6) months. Test results shall be submitted to the I-Net Administrator.

(m) The I-Net shall be operated in compliance with applicable FCC Technical Specifications as may be amended from time to time. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the Town or other User, the Licensee shall resolve the technical problem promptly. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to reasonably request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such performance tests within seven (7) days of any such request, and correct the problem within seven (7) days and submit the results to the Issuing Authority promptly, unless the Licensee notifies the Issuing Authority, in writing, that such correction cannot be completed with such seven (7) day period.

(n) There shall be no charges to the Issuing Authority or the Town for I-Net operational, maintenance, repair and/or replacement costs.

(o) The Issuing Authority, the Licensee, and the owner of the I-Net fiber infrastructure described herein have agreed to certain provisions regarding the status of the I-Net, which agreement is attached hereto as **Exhibit 6**.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets.

Section 3.4---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5---SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the technical specifications contained in **Exhibit 1** attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall continue to make the Licensee's Cable Service available to all residents of the Town, unless legally or otherwise prevented from doing so by factors outside of the Licensee's control, including, but not limited to, denial of access by owners of private property or multiple dwelling units.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions.

(c) Any dwelling unit within one hundred fifty feet (150') of existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation greater than 150' shall be provided at the Licensee's actual cost, plus profit, if allowable by applicable law(s) or regulation(s), including the cost for system design changes to extend the cable plant to within 150' of the dwelling unit. Any underground installation shall be provided at the Licensee's actual cost.

(d) The Licensee's obligation to extend its Cable Television System to homes in underground areas of the Town shall be limited to those homes in which the Licensee's cost of construction is no greater than Seven Hundred Fifty Dollars (\$750.00) per home, unless prospective Subscribers within said Public Ways or Streets agree to pay additional costs in excess of said amount of \$750.00.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate, upgrade and maintain the Cable Television System within the Town of Lexington. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at no cost to the Issuing Authority and/or any Town departments. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws,

rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade, ornamental and other trees in and along the streets, alleys, Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town. The Licensee may not trim and/or prune any trees belonging to the Town without the advance notification of the DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration

regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the National Television Standards Code, the rules and regulations of the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.9---PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer using any such Pedestals for the provision of Cable Service(s), the Licensee shall expeditiously remove any such Pedestals from the Public Way(s).

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF SYSTEM

(a) The Issuing Authority or its designee(s) shall have the right to inspect the Cable System and to make such inspections as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any inspections conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the Town shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any inspection. The Licensee shall be afforded the opportunity to be present during all such inspecting.

Section 4.12---CABLE SYSTEM MAPS

(a) Upon request, the Licensee shall continue to file with the Issuing Authority or its designee(s) strand maps of the "as built" Cable System plant, on paper and as computer files in Geographic Information System (GIS) compatible format. If changes are made in the Cable System, the Licensee shall file with the Town updated strand maps annually, not later than fifteen (15) days after each anniversary of the Effective Date of this Renewal License, in the formats specified above.

(b) Upon request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the Cable System at a location that is mutually agreeable to the Issuing Authority and the Licensee.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

Section 4.14---SERVICE OUTAGE NOTIFICATION

When notified of a meeting and upon request, the Licensee shall explain service outages in the Town to the Communications Advisory Committee at its regularly scheduled meetings. Service outages are defined in Section 12.4(d) infra.

Section 4.15---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee.

Section 4.16---"DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall provide Basic Service that shall include all Signals, including the downstream PEG Access Channels, which are required to be carried by a cable television system serving the Town pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 7**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 7**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Lexington programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/DVR CABLE COMPATIBILITY

In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow digitally-compatible VCR and/or DVR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR and/or DVR, except two scrambled Signals.

Section 5.5---SCRAMBLING

(a) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.5(a), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(b) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in paragraph (a) above, as is reasonably

necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7---FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain a free Subscriber Cable Drop and Outlet(s) and the monthly Basic Service to all police and fire stations, public libraries and other public buildings included in **Exhibit 8**, attached hereto and made a part hereof, and any other public buildings as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Cable Service and related maintenance.

(b) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation.

(c) Each Drop or Outlet shall be provided with a digital set top box or cablecard(s), as appropriate to receiving equipment at the site.

(d) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

Section 5.8---FREE DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide one (1) free Subscriber Cable Drop with one (1) Outlet and monthly Basic Service to all public schools listed in **Exhibit 9**, attached hereto and made a part hereof, including service to all classrooms currently wired.

(b) The exact locations of said Drops and Outlets shall be designated by the School Department, at the Licensee's sole cost and expense. The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(c) Each Drop or Outlet shall be provided with a digital set top box or cablecard(s), as appropriate to receiving equipment at the site.

(d) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such request(s) from the Issuing Authority, weather conditions permitting, at the Licensee's sole cost and expense. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

Section 5.9---PROVISION OF INTERNET SERVICE TO THE TOWN

(a) Within thirty (30) days of request by the Town, the Licensee shall provide the Town with a fifty (50) Mbps downstream, fifty (50) Mbps upstream, full duplex Internet connection at the Town headend. This service shall be provided at no cost to the Town for the entire term of this Renewal License.

(b) The Town shall notify the Licensee when the I-Net switch and associated equipment at the Town headend are fully operational. Until such time that the Town so notifies the Licensee, the Licensee shall continue to provide the Town with the existing five (5) Mbps Internet connection and the T-1 Internet connection at the Licensee's Hub, both at no cost to the Town.

(c) The Licensee shall respond to the Town within two (2) hours of notification by the Town of failure of the Internet service.

(d) On the Effective Date of this Renewal License, the Licensee shall provide the Town with Domain-Name-Service ("DNS").

(e) Subject to American Registry of Internet Numbers ("ARIN") regulations and policies, the Licensee shall provide the Town with static Internet Protocol ("IP") addresses allowing external Internet Users to access the I-Net. These static IP addresses shall be provided at no cost to the Town for the entire Term of this Renewal License.

(i) The Licensee shall continue to provide the Town with the existing block of sixty-three (63) such static IP addresses.

(ii) Within thirty (30) days of the Effective Date of this Renewal License, the Licensee shall make available to the Town a second block of two hundred fifty-five (255) additional static IP addresses.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority or its designated Access Corporation shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CORPORATION

(a) The Issuing Authority reserves the right to organize and develop an Access Corporation, to provide programming, assistance and services to PEG Access Users and the Town.

(b) In the event that an Access Corporation is formed, the Licensee shall cooperate with such Access Corporation, including but not limited to, transmitting PEG Access programming on dedicated PEG Access Channels programmed by the Access Corporation.

(c) The designated Access Corporation shall provide the following PEG Access services:

(i) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;

(ii) Operate and maintain a PEG Access Studio in the Town;

(iii) Conduct training programs in the skills necessary to produce quality PEG Access programming;

(iv) Provide technical assistance, pre-production services, post-production services and production services to PEG Access Users, using Access Corporation staff and volunteers;

(v) Establish rules, procedures and guidelines for use of the PEG Access Channels;

(vi) Accomplish such other tasks relating to the operation, scheduling and/or management of PEG Access Channels, facilities and equipment as appropriate and necessary; and,

(vii) Produce or assist Users in the production of original, non-commercial Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.3---PEG ACCESS CHANNELS

(a) The Licensee shall make available to the Issuing Authority and/or its designee(s) three (3) full-time Subscriber Network Downstream Channels for PEG Access purposes.

(b) The Issuing Authority or the designated Access Corporation, shall have the right to utilize and program a fourth PEG Access Channel. In order to obtain use of said fourth PEG Access Channel, the Issuing Authority shall write to the Licensee, stating that the three (3) PEG Access Channels are being programmed with original, non-duplicative, local programming eighty percent (80%) of the available cablecast hours during a two (2) month period, excluding alphanumeric "bulletin-board" type programming. The Issuing Authority shall include program logs and/or other records verifying such usage during said two (2) month period. For purposes of this Section 6.3(b), "available cablecast hours" shall mean the hours of 5:00PM to 10:00 PM.

(c) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, its designee(s), the Town, and/or program originators, and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(d) While the Licensee retains sole discretion for channel placement, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without the advance, written notice to the Issuing Authority and the Access Corporation.

Section 6.4---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Issuing Authority, or the designated Access Corporation, shall be responsible for the picture quality of all PEG Access Programming.

Section 6.5---PEG ACCESS CABLECASTING

(a) PEG Access programming for the Lexington PEG Access channels may originate at a remote location in the Town. In order that the Issuing Authority or its designated Access Corporation can cablecast PEG Access Programming originating at a location other than the Access Studio, the Licensee shall continue to provide dedicated fiber links from specified locations in the Town (**Exhibit 5**). These links shall be made available and maintained for the entire Term of this Renewal License without charge to the Issuing Authority Issuing Authority or its designated Access Corporation.

(b) The Licensee shall ensure that all PEG Access Programming is automatically switched electronically at the Access Studio to the appropriate Subscriber Network PEG Access Channel, in an efficient and timely manner. The Licensee shall not charge the Issuing Authority or its designated Access Corporation, for such electronic switching responsibility. Any manual switching shall be the responsibility of the Access Corporation or the Issuing Authority. The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall own, maintain, repair and/or replace any electronic equipment required to automatically switch PEG Access Programming to the appropriate Subscriber Network PEG Access Channel. The Issuing Authority or its designated Access Corporation, shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Licensee's equipment and the Town's or the Access Corporation's equipment shall be at the output of the Issuing Authority's or its designated Access Corporation's modulator(s) at the Town's Access Studio.

Section 6.6---CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE PAYMENT

(a) Pursuant to M.G.L. 166A Section 9, as may be amended, the Licensee shall pay to the Town, throughout the term of this Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s).

(b) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the annual funding for PEG Access/Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town and the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; (ii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and (iii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) The License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.2---PEG ACCESS/CABLE-RELATED FUNDING

(a) The Licensee shall continue to make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(26) supra, payable on a quarterly basis. Subject to paragraph (a)(i) below, said payments shall be made directly to the Issuing Authority on the following quarterly basis: (i) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; (ii) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December; (iii) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; and (iv) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June.

(i) The first 5% payment under this Renewal License shall be made on or before November 15, 2009 for the previous period from July 1, 2009 through September 30, 2009.

(ii) The second 5% payment under this Renewal License shall be made on or before February 15, 2010 for the previous three (3) month period from October 1, 2009 through December 31, 2009.

(iii) Subsequent 5% payments under this Renewal License shall be made on the dates in paragraph (a) above.

(b) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 10**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(c) Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments, except as permitted by applicable law.

(b) The term "License Fee" shall have the meaning defined in Sections 622(g)(1) & (2)(A-E) of the Cable Act.

Section 7.4---LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 and 7.2 above, interest due on such fee(s) shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 and/or Section 7.2 above and shall be within the exclusion to the term "Franchise Fee" for requirements incidental to enforcing this Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums including interest payable under this Section 7.5. All amounts paid shall be subject to audit and

recomputation by the Issuing Authority and shall occur in no event later than three (3) years after each quarterly License Fee is tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars (\$3,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

Section 7.6---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws.

Section 7.7---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Issuing Authority pursuant to this Renewal License shall be made payable to the Town.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) The Licensee shall file with the Issuing Authority schedules which shall describe all Cable Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto at least thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases at least thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each Service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate Service altogether without any charge. Change of Service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 11**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Cable Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours.

Section 8.5---SENIOR CITIZEN DISCOUNT

The Licensee shall provide senior citizens in Lexington a discount of Two Dollars (\$2.00) per month off of the Licensee's Basic Service. To qualify for said discount, senior citizens must be (1) sixty-five (65) years of age or older and head-of-the-household and (2) receiving one of the following: (i) Supplemental Security Income, or (ii) Medicaid benefits, or (iii) Massachusetts fuel assistance, or (iv) Veteran's Services

-Town of Lexington Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
June 22, 2009

benefits. Said discount shall apply to the full level of Basic Service; however, this discount may not apply to other discount package prices.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

At all times during the term of this Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(c) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(ii) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(iii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(d) Worker's Compensation in the minimum amount of the statutory limit.

(e) The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the Effective Date of this Renewal License.
- (ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
- (iv) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the Town may immediately suspend operations under this Renewal License.

Section 9.2---PERFORMANCE BOND

The Licensee shall continue to maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Seventy-Five Thousand Dollars (\$75,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of this Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under this Renewal License.

Section 9.3---REPORTING

Upon renewal of any insurance policies and/or the performance bond required herein and/or upon the written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (a) all insurance policies as required herein and (b) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or

removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee timely written notice of its obligation to indemnify and defend the Issuing Authority of a claim or action pursuant to this Section 9.4.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of this Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee shall be responsible for the day-to-day regulation of the Cable Television System. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response, and the Institutional Network; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and the Issuing Authority shall duly consider such comments.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3---INFORMATION & LIAISON REQUIREMENTS

(a) Notwithstanding any other provisions of this Renewal License, both the Licensee and the Town explicitly acknowledge the importance of maintaining a continuing, productive dialogue throughout the term of this Renewal License to help the Issuing Authority (and its primary designee, the CAC) in its authorized oversight of the Licensee's performance. In support of that end, and ultimately for the benefit of the Town

and all Subscribers and Users, the following requirements are prescribed without in any way limiting any other complementary actions:

(i) The Licensee shall designate primary and alternate responsible Persons as the Town's liaison with the Licensee for the purpose of obtaining status or presenting issues related to any aspect of the activity under this Renewal License, including the operation and maintenance of the Cable System and any associated Customer Service, marketing, etc., activities. Their names, titles, and contact information (telephone, page, and facsimile numbers, mail and e-mail addresses, etc.) shall be provided in writing to the CAC, and kept current throughout the term of this Renewal License.

(ii) The Licensee shall provide at least monthly written status reports to the CAC as well as appropriately address matters brought to the Licensee's attention by the Town at any time. The CAC is responsible for keeping the Licensee informed of the CAC's meetings and if the Licensee has a representative in attendance at such meetings, that person's presentation can fulfill the requirement for any applicable monthly status report.

Section 10.4---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of this Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.5---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.6---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority for the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.7---JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal

jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

Section 10.8--LOCAL TAX INFORMATION

The Licensee shall annually submit to Town assessors not later than March 1st sufficient information to allow evaluation of capital equipment within Licensee's own facilities, subscriber buildings, and public and private rights of way located in the Town as of each January 1st during the term of the Renewal License, so as to permit the appropriate assessment of the annual property tax.

ARTICLE 11

DETERMINATION OF BREACH, LIQUIDATED DAMAGES, LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) Respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after the close of said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in this Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) Declare this Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) above.

(i) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(ii) For failure to fully activate, operate and maintain the Institutional Network in accordance with Section 3.2 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(iii) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, Five Hundred Dollars (\$500.00) per day, for each day that any such non-compliance continues.

(iv) For failure to comply with the PEG Access programming provisions in accordance with the timelines in Article 6 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(v) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.4 infra, and Exhibit 12 attached hereto, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(vi) For failure to comply with the technical standards, pursuant to Section 3.5 herein and Exhibit 1 attached hereto, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(vii) For failure to provide, install and/or fully activate the Subscriber Network and Institutional Network Drops and/or Outlets in accordance with Sections 3.1, 3.2, 5.7, 5.8 herein and/or Exhibits 3, 8 and 9, One Hundred Dollars (\$100.00) for each day that any such non-compliance continues.

(viii) For failure to provide free Internet Service(s) to the Town in accordance with Section 5.9 herein, Three Hundred Dollars (\$300.00) per day that such Internet Services are not provided as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke this Renewal License granted herein.

Section 11.4---TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of this Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

In the event that the Issuing Authority or the Licensee has reason to believe that the other party has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the other party, and either the Issuing Authority or the Licensee intends to take legal action, said party shall (i) give the other party at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the other party before filing any such action, and (iii) negotiate the issue, if possible, which is the subject of any proposed legal action, in good faith with the other party.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Issuing Authority, the Town or the Licensee under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority or the Town at any other time. In order for any waiver of the Issuing Authority, the Town or the Licensee to be effective, it shall be in writing. The failure of the Issuing Authority, Town or the Licensee to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority, the Town or the Licensee to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---PAYMENT CENTER

At all times during this Renewal License, the Licensee shall make reasonable efforts to provide for a location within the Town for payment of bills by Subscribers.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee's main customer service office(s) shall have a publicly listed local telephone connection for Lexington Subscribers.

(b) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis

(c) A Subscriber shall receive a busy signal less than three (3%) of the time that the Licensee's customer service call center is open for business, measured on a quarterly basis, under Normal Operating Conditions.

(d) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards herein unless an historical record of Complaints indicates a clear failure to comply with such standards.

Section 12.3--INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible within a four (4) hour time block in accordance with 47 C.F.R. §76.309(c)(2)(iii), and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays). In the event that the Licensee misses a scheduled service visit, the Licensee shall provide the Subscriber or customer with a priority service call.

(b) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(c) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-

by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day, by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood within one hour of any such first call, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) The Licensee shall respond to all requests for service or repair that are received during the business hours described in Section 12.2. All of such requests shall be handled on the same day, if possible, provided that said service Complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(f) The Licensee shall remove all Subscriber Drop Cables within thirty (30) days of receiving a request from a Subscriber to do so.

Section 12.4---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 12**.

Section 12.5---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 11** and made a part hereof, as the same may exist or as may be amended from time to time:

- (a) Notification of its Billing Practices;
- (b) Notification of Services, Rates and Charges;
- (c) Form of Bill
- (d) Advance Billing, Issuance of Bills;
- (e) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (f) Charges for Disconnection or Downgrading of Service;
- (g) Billing Disputes; and
- (h) Security Deposits.

Section 12.6---COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints/inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority or its designee(s) with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.7---DAMAGE OR LOSS OF EQUIPMENT

The Licensee shall comply with all provisions of 207 CMR 9.00, as amended, and any other applicable laws.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a

number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10—EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.11—PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 12.12—PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.13---MONITORING

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber; and/or

(ii) made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the person to whom the order is directed

(iii) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall

notify the Subscriber as soon as practicable, unless applicable law or the court otherwise prohibits such notification.

Section 12.16---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding (1) the Licensee, its business and operations with respect to the Cable System, and/or (2) any Affiliated Person(s), with respect to the computation of Gross Annual Revenues, if applicable, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon the written request of the Issuing Authority after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 showing a balance sheet sworn to by the Licensee's authorized Financial Officer.

(b) Any other reports required by State and/or federal law to be filed with the Issuing Authority.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed; and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, the Licensee shall provide, on a quarterly basis, the Issuing Authority with a report of telephone traffic, generated from an in-house automated call accounting or call tracking system.

Section 13.5---SUBSCRIBER COMPLAINT/SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of Competition Division Form 500, attached hereto as **Exhibit 13**, to the Issuing Authority, or its designee, as required by the Competition Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.6 and 12.14(a) supra, the Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---PERFORMANCE TESTS

(a) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.5 supra attached hereto, including, without limitation:

- (i) Signal level of video carrier of each activated channel;
- (ii) System carrier to noise levels measured at low and high VHF channels;
- (iii) System hum modulation measured at any one frequency.

The costs of such tests shall be borne exclusively by the Licensee.

(b) Data from the above tests shall be submitted to the Issuing Authority and/or its designee on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.5 supra; and a statement of the Licensee's adherence to all performance standards (Exhibit 1), and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

(c) All tests herein shall be performed at (1) the Cable System Hub and (2) at four (4) locations in the Town farthest from the Hub: one (1) of which locations shall be on the I-Net, and the three (3) other locations on the Subscriber Network.

Section 13.8---QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), on either the Subscriber Network or the I-Net, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (i) the nature of the complaint or problem that precipitated the special tests;

- (ii) the system component tested;
- (iii) the equipment used and procedures employed in testing;
- (iv) the method, if any, in which such complaint/problem was resolved; and
- (v) any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.5 supra, and **Exhibit 1**, attached hereto.

Section 13.9---DUAL FILINGS

To the extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information that may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(a) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and

to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(c) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(d) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License; and

(e) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable as of the Effective Date of this Renewal License.

Section 15.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber, and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Lexington, Lexington Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, with one (1) copy to the Town Counsel, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be

equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Vice-President of Regulatory Affairs, RCN, 105 West First Street, South Boston, MA 02127, with one (1) copy to such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) All required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of this Renewal License or because of enforcement of this Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself the right to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License. The Licensee reserves the right to contest such intervention.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in this Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the ten (10) year term of this Renewal License, except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable

distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/ meter)	Signal leakage	
		Distance in meters (m)	
Less than and including 54 MHz, and over 216 MHz	15	30	
Over 54 up to and including 216 MHz	20	3	

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

GENERAL DESCRIPTION OF THE LEXINGTON INSTITUTIONAL NETWORK

RCN-BecoCom, Inc. ("RCN") provides the fiber optic cable strands that establish the institutional network ("I-NET") for the Town of Lexington (the "Town"). Two single mode fiber optic strands connect each building specified by the Town to the RCN hub in Lexington using a star network topology. One fiber is used for upstream transmission from the I-NET location to the hub. The second fiber is used for downstream transmission. This second fiber can be optically split, and therefore shared, with other locations on the I-NET. The fibers are used exclusively for the I-NET.

In normal use, the I-Net operates as a Gigabit Ethernet system, with both fibers at a location attached to the local Ethernet in that building. A complete Ethernet connection between two buildings is provided by the main switch currently located at the RCN Hub. Ethernet packets sent from one I-Net location travel over the local Ethernet carrying addressing information allowing them to flow onto the upstream I-Net strand at that location, then to the main switch, where the address portion determines the I-Net location for which the packets are bound. A temporary connection is made through the switch from the incoming upstream fiber to the outgoing downstream fiber, and the packets are thus sent to the destination I-Net location and onto its local Ethernet. Internet access is also provided at the main switch location: The switch makes a connection from one I-Net location to the Internet access point instead of to a destination I-Net location.

For a pair of I-Net locations (or one I-Net location to the Internet) in frequent communication, the switch connection can be maintained for a long time, or even permanently. This saves time in connection setup, but does tie up scarce resources, i.e., the switch connections. Normally, the switch connection is broken down once the communication is terminated.

During the term of this Renewal License, the main switch will, for improved security, be relocated to the Town's new headend at the DPW Building. This will require extending all upstream and downstream fibers from the RCN hub to the Town headend, allowing I-Net switching to operate exactly as it does now.

EXHIBIT 3

CURRENT INSTITUTIONAL NETWORK LOCATIONS

- (1) East Branch Library: 737 Massachusetts Avenue
- (2) East Lexington Fire Station: 1006 Massachusetts Avenue
- (3) Council-on-Aging: 1475 Massachusetts Avenue
- (4) Police Station: 1575 Massachusetts Avenue
- (5) School Administration Building: 146 Maple Street
- (6) Cary Hall: 1605 Massachusetts Avenue
- (7) Town Hall: 1625 Massachusetts Avenue
- (8) Cary Memorial Library: 1874 Massachusetts Avenue
- (9) Fire Headquarters: 43 Bedford Street
- (10) DPW Operations: 201 Bedford Street
- (11) DPW Recycling Area: 60 Hartwell Avenue
- (12) Westview Cemetery: 520 Bedford Street
- (13) Clarke School: 17 Stedman Road
- (14) Diamond Middle School: 99 Hancock Street
- (15) Bowman School: 9 Phillips Road
- (16) Bridge School: 55 Middleby Road
- (17) Estabrook School: 117 Grove Street
- (18) Fiske Elementary School: 55 Adams Street
- (19) Harrington Elementary School: 328 Lowell Street
- (20) Minuteman Regional Vocational School: 758 Marrett Road
- (21) Lexington High School: 251 Waltham Street
- (22) North Lexington Pump Station: Bedford Street/Route 128
- (23) Visitors Center: 1875 Massachusetts Avenue
- (24) Hastings School: 7 Crosby Road
- (25) PEG Access Studio: Kline Hall, 1001 Main Campus Drive
- (26) Hancock Church: 1912 Massachusetts Avenue
- (27) DPW Administration Building: 1557 Massachusetts Avenue

EXHIBIT 4

FUTURE INSTITUTIONAL NETWORK LOCATIONS

- (1) Town Swimming Pool
- (2) Town Golf Course
- (3) Reservoir Maintenance Building, 501 Marrett Road
- (4) Softball Field Lighting Control Building, Park Drive

EXHIBIT 5

DEDICATED FIBER LINK CONNECTIONS TO ACCESS STUDIO

- (1) Cary Hall, 1605 Massachusetts Avenue
- (2) Hancock Church studio.1912 Massachusetts Avenue
- (3) Lexington High School, 251 Waltham Street
- (4) Town Hall, 1625 Massachusetts Avenue

EXHIBIT 6

THREE-PARTY INSTITUTIONAL NETWORK AGREEMENT

BOARD OF SELECTMEN
TOWN OFFICE BUILDING
1625 MASSACHUSETTS AVENUE
LEXINGTON, MA 02420

June 22, 2009

Thomas Steel
Vice-President and Regulatory Counsel
RCN-BecoCom, Inc.
105 West First Street
South Boston, MA 02127

Neven Rabadjija
Associate General Counsel
NSTAR Communications, Inc.
800 Boylston Street, 17th Floor
Boston, MA 02199

RE: RCN Institutional Network in Lexington

Dear Mr. Steel and Mr. Rabadjija:

I am writing to you as Chairman of the Board of Selectmen, statutory Issuing Authority for the Town of Lexington, MA (the "Town"). The Board of Selectmen is expected to grant a Cable Television Renewal License to RCN-BecoCom, Inc. ("RCN") on June 22, 2009. The Selectmen are aware that the Town's Communications Advisory Committee has raised concerns about the status of the Institutional Network (the "I-Net") over the term of the new Renewal License. It is our understanding that while RCN is the Licensee in Lexington and maintains and operates the I-Net, NSTAR Communications, Inc., a subsidiary of NSTAR, actually owns the fiber infrastructure; RCN itself has an indefeasible right-of-use ("IRU") of the fiber strands comprising the I-Net. To that end, the Selectmen would like to have an agreement between the Town, RCN and NSTAR Communications on this matter, as memorialized below:

In the event that (i) RCN in any manner abandons the several fibers that comprise the Lexington Institutional Network ("I-Net"), and (ii) the Renewal License, dated June 22, 2009, is not transferred to another party in accordance with said Renewal License, then said several fibers will continue to be made available by NSTAR

Communications for use by the Town of Lexington, for continued use by the Town of Lexington as its I-Net, in accordance with the Renewal License.

This agreement is made with the express understanding that while NSTAR Communications owns the fiber cable, and has certain maintenance obligations regarding the fiber cable as a whole (as long as it is being compensated for such maintenance, in accordance with its IRU agreement), NSTAR Communications does not, and will not (a) provide any "lit fiber" services or equipment; (b) provide any operational, diagnostic, repair or maintenance services with respect to specific strands of fiber; (c) provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services, except if it chooses to do so, upon specific request and with full reimbursement of costs and overhead.

In other words, NSTAR Communications agrees hereby to simply provide a passive availability of the fibers currently comprising the I-Net so long as the cable is in place, and not to provide an active service of the kind RCN may now provide under its existing or new Renewal License with the Town.

In addition, in the event of RCN's demise, if the IRU Agreement were not assumed by another carrier and continued, then NSTAR Communications reserves all rights, and accepts no limitation on its right to sell or re-use all or any part of the fiber network in its own best financial interest, including the fibers reserved to the Town, but subject to the Town's continuing access to such fibers, as specified herein, so long as the cable is in place.

I would appreciate it if you would indicate your agreement with the foregoing by signing below.

Thank-you for your assistance in this matter.

The Town of Lexington	RCN-BecoCom, Inc.	NSTAR Communications, Inc.
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BY: Norman Cohen
Chairman, Board of
Selectmen

BY: Thomas Steel
Vice-President

BY: Neven Rabadjija
Attorney for NSTAR
Communications, Inc.



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

NORMAN P. COHEN, CHAIRMAN
JEANNE K. KRIEGER
PETER C.J. KELLEY
HANK MANZ
GEORGE A. BURNELL

June 22, 2009

TEL: (781) 862-0500 x208
FAX: (781) 863-9468

Thomas Steel
Vice-President and Regulatory Counsel
RCN-BecoCom, Inc.
105 West First Street
South Boston, MA 02127

Neven Rabadjija
Associate General Counsel
NSTAR Communications, Inc.
800 Boylston Street, 17th Floor
Boston, MA 02199

RE: RCN Institutional Network in Lexington

Dear Mr. Steel and Mr. Rabadjija:

I am writing to you as Chairman of the Board of Selectmen, statutory Issuing Authority for the Town of Lexington, MA (the "Town"). The Board of Selectmen is expected to grant a Cable Television Renewal License to RCN-BecoCom, Inc. ("RCN") on June 22, 2009. The Selectmen are aware that the Town's Communications Advisory Committee has raised concerns about the status of the Institutional Network (the "I-Net") over the term of the new Renewal License. It is our understanding that while RCN is the Licensee in Lexington and maintains and operates the I-Net, NSTAR Communications, Inc., a subsidiary of NSTAR, actually owns the fiber infrastructure; RCN itself has an indefeasible right-of-use ("IRU") of the fiber strands comprising the I-Net. To that end, the Selectmen would like to have an agreement between the Town, RCN and NSTAR Communications on this matter, as memorialized below:

In the event that (i) RCN in any manner abandons the several fibers that comprise the Lexington Institutional Network ("I-Net"), and (ii) the Renewal License, dated June 22, 2009, is not transferred to another party in accordance with said Renewal License, then said several fibers will continue to be made available by NSTAR Communications for use by the Town of Lexington, for continued use by the Town of Lexington as its I-Net, in accordance with the Renewal License.

This agreement is made with the express understanding that while NSTAR Communications owns the fiber cable, and has certain maintenance obligations regarding the fiber cable as a whole (as long as it is being compensated for such maintenance, in accordance with its IRU agreement), NSTAR Communications does not, and will not (a) provide any "lit fiber" services or equipment; (b) provide any operational, diagnostic, repair or maintenance services with respect to specific strands of fiber; (c) provide any fiber or cable relocation (e.g. transfer from pole to pole), replacement, repair or reconfiguration (e.g. new laterals, or reconfiguration of connections) services, except if it chooses to do so, upon specific request and with full reimbursement of costs and overhead.

Thomas Steel
Neven Rabadjija
Page Two

June 22, 2009


In other words, NSTAR Communications agrees hereby to simply provide a passive availability of the fibers currently comprising the I-Net so long as the cable is in place, and not to provide an active service of the kind RCN may now provide under its existing or new Renewal License with the Town.

In addition, in the event of RCN's demise, if the IRU Agreement were not assumed by another carrier and continued, then NSTAR Communications reserves all rights, and accepts no limitation on its right to sell or re-use all or any part of the fiber network in its own best financial interest, including the fibers reserved to the Town, but subject to the Town's continuing access to such fibers, as specified herein, so long as the cable is in place.

I would appreciate it if you would indicate your agreement with the foregoing by signing below.

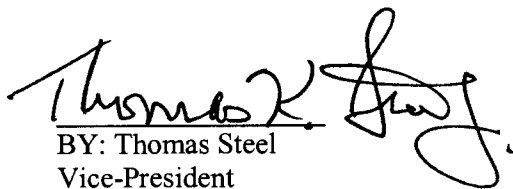
Thank you for your assistance in this matter.

Very truly yours,


Norman P. Cohen
Chairman

NPC/lap

RCN-BecoCom, Inc.


BY: Thomas Steel
Vice-President

NSTAR Communications, Inc.


BY: Neven Rabadjija
Attorney for NSTAR Communications, Inc.

EXHIBIT 7

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of this Renewal License, subject to applicable law and the Licensee's editorial discretion.

-Town of Lexington Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
June 22, 2009

1 DEMAND	148 Encore RetroPlex	261 TBN	389 NFL Network	521 Antenna Satellite (Greek)
2 (PBS) WGBH 2	149 Encore IndiePlex	262 Inspirational	390 Tennis Channel	528 C1R-Russian
3 Public Access	150 Encore Premium	263 The Word	391 MLB Network	529 RTN (Russian)
4 WBZ 4 (CBS)	151 Encore Action	301 C-SPAN	392 NBA Network	535 Filipino Channel (Filipino/Tagalog)
5 WCVB 5 (ABC)	152 Encore Drama	302 C-SPAN2	400 HBO	536 GMA Pinoy TV
6 WFXT 25 (Fox)	153 Encore Love	303 C-SPAN3	401 HBO Family	537 GMA Life (Filipino)
7 WHDH 7 (NBC)	154 Encore Mystery	305 CNN	402 HBO 2	538 MYX (Pan Asian)
8 RCN TV Local	155 Encore Wam	306 CNN Headline News	403 HBO Signature	540 RTP International (Portugese)
9 WENH (PBS)	156 Encore Westerns	307 CNN International	404 HBO Zone	541 TV Globo (Portugese)
10 WLVI 56 (The CW)	158 IFC	310 CNBC	405 HBO Comedy	549 Setanta Sports
11 WSBK	159 Sundance Channel	311 MSNBC	406 HBO Latino	550 De Pelicula
12 WBPX 68 (ION)	160 MTV	315 Fox News Channel	410 Cinemax	551 Cine Mexicano
13 Public Access	161 MTV2	316 Fox Business News	411 MoreMAX	552 CineLatino
14 WGBX 44 (PBS)	162 MTV Hits	318 New England Cable News	412 ThrillerMAX	553 MTV Tr3s
15 Public Access	163 MTV Jams	320 The Weather Channel	413 ActionMAX	554 hTV música
16 WNEU (Telemundo)	164 MTV Tr3s	322 ABC News Now	414 WMAX	555 Telehit
17 WUNI 27 (Univision)	165 VH1	325 BLOOMBERG TELEVISION	415 @MAX	556 Ritmoson Latino
18 WZMY (MyTV)	166 VH1 Classic	326 Current TV	416 5StarMAX	557 LaTele Novela
19 WWDP 46	167 VH1 Soul	330 NASA TV	417 OMAX	558 Utilisima
20 WYDN	170 CMT	331 Pentagon Channel	419 Showtime Family Zone	560 Discovery en Español
21 WMFP	171 CMT Pure Country	333 Travel Channel	420 Showtime	561 Infinito
22 WUTF 66 (Telefutura)	178 Fuse	335 Discovery Channel	421 Showtime Too	562 TVEspañola
23 QVC	190 QVC	336 Discovery Health	422 Showtime Showcase	563 CNN en Español
25 HSN	191 HSN	337 Investigation Discovery	423 Showtime Extreme	564 DocuTVE
27 WGN 9 (The CW)	192 Jewelry TV	340 History	424 Showtime Beyond	565 History en Español
28 NBC Plus	193 ShopNBC	341 History International	425 TMC	566 WUNI 27 (Univision)
83 Public Access	201 Lifetime Movie Network	345 TLC	426 TMC xtra	567 WNEU (Telemundo)
85 Catholic TV	202 Lifetime	346 BIO	427 Flix	568 WUTF 66 (Telefutura)
93 WGBH Kids	204 Lifetime Real Women	348 Military Channel	428 Showtime Next	569 Galavision
94 WGBH World	205 WE	350 National Geographic Channel	429 Showtime Women	570 ESPN Deportes
95 WGBH Create	210 Oxygen	351 Science Channel	430 Starz	571 Fox Sports En Español
99 Public Access	211 SOAPnet	362 Fox Soccer Channel	431 Starz Kids & Family	572 GolTV
101 BET	212 Hallmark Channel	363 ESPN	432 Starz Edge	573 AYM
105 A&E	215 Planet Green	364 ESPN2	433 Starz Cinema	574 WAPA
106 Bravo	216 DIY Network	365 ESPNEWS	434 Starz In Black	581 Telemicro
107 TBS	217 FINE LIVING	366 ESPN Classic	435 Starz Comedy	582 Caracol TV
108 TNT	218 Style	367 New England Sports	469 ART America (Arabic)	583 Ecuavisa
109 USA	220 AmericanLife TV Network	368 ESPNU	476 ITV	584 Once México
110 Spike TV	221 TV Land	370 Comcast SportsNet	477 TV Asia (Hindi)	585 SUR (Somos Latinoamerica)
111 FX	222 ABC Family	375 Speed	478 Zee TV (Hindi)	586 Pop Latino
112 SCI FI	224 Food Network	380 CBS College Sports	480 STAR India Gold	587 Mexicana
113 Chiller	225 HGTV	381 The Golf Channel®	481 STAR India Plus	588 Musica Urbana
115 E!	230 Galavision	382 VERSUS	482 STAR India One	589 Tropicales
116 truTV	240 Cartoon Network	383 FUEL TV	488 CCTV 4 (Chinese)	590 Discovery Familia
117 Comedy Central	241 Nickelodeon	384 G4	489 CTI Zhong Tian (Chinese)	591 ¡Sorpresa!
120 Animal Planet	245 The N	385 GolTV	490 New Tang Dynasty	592 La Familia Cosmovisión
125 TVOne	246 Nick Too	386 HRTV	497 MBC America (Korean)	
126 BBC America	247 Nicktoons	387 TVG	498 TVK24 (Korean)	
128 GSN	248 NOGGIN	388 NHL Network	504 TV JAPAN (Japanese)	
129 Fox Reality	249 Boomerang		507 RAITALIA (Italian)	
130 LOGO	250 Disney Channel		515 TV5MONDE (French)	
140 Reelz	251 Disney West			
141 Fox Movie Channel	252 Disney XD			
142 AMC	255 Discovery Kids			
143 Turner Classic Movies	256 PBS Sprout			
147 Encore	257 Qubo			
MoviePlex	260 EWTN			

-Town of Lexington Cable Television Renewal License Granted to RCN-BecoCom, Inc.-
June 22, 2009

593 Toon Disney (SAP)	647 Disney Channel HD	695 MLB Network HD	730 Starz HD	873 90s
594 Boomerang (SAP)	648 Disney XD HD	696 Outdoor Channel HD	731 Starz Kids HD	874 80s
602 WGBH HD	650 CNN HD	697 NBA Network HD	732 Starz Edge HD	875 70s
604 WBZ HD	651 CNBC HD	700 HBO HD	733 Starz Comedy HD	876 Solid Gold Oldies
605 WCVB HD	653 Fox News HD	701 HBO Family HD	750 Discovery HD Theater	877 Party Favorites
606 WSBK HD	654 Fox Business News HD	702 HBO 2 HD	751 Smithsonian HD	878 Stage & Screen
607 WHDH HD	655 The Weather Channel HD	703 HBO Signature HD	760 HDNet	879 Kidz Only
609 WFXT HD	660 Travel Channel HD	704 HBO Zone HD	761 HDNet Movies	880 Toddler Tunes
611 WLVI HD	661 Discovery Channel HD	705 HBO Comedy HD	762 MGM HD	881 Todays Country
612 NESN HD	662 History HD	706 HBO Latino HD	763 Universal HD	882 TRUE Country
615 ION HD	663 TLC HD	710 Cinemax HD	765 Hallmark Movie Channel HD	883 Classic Country
620 A&E HD	664 BIO HD	711 Moremax HD	853 Hit List	884 Contemporary Christian
621 Bravo HD	665 Crime & Investigation HD	712 ThrillerMAX HD	854 Hip Hop and R&B	885 Sounds of the Season
622 TBS HD	666 IFC HD	713 Actionmax HD	855 Mix Tape	886 Soundscapes
623 TNT HD	667 AMC HD	714 WMAX HD	856 Dance and Electronica	887 Smooth Jazz
624 USA HD	668 Encore HD	715 @MAX HD	857 Rap	888 Jazz
626 FX HD	670 National Geographic Channel HD	716 5StarMAX HD	858 Hip Hop Classics	889 Blues
627 WGN HD	671 Science Channel HD	717 Outermix HD	859 Throwback Jamz	890 Singers & Swing
628 Maverick TV HD	680 ESPNU HD	720 Showtime HD	860 R&B Classics	891 Easy Listening
629 G4 HD	681 ESPN HD	721 Showtime TOO HD	861 R&B Soul	892 Classical Masterpieces
630 SCI FI HD	682 ESPN2 HD	722 Showtime Too (West) HD	862 Gospel	893 Light Classical
631 Animal Planet HD	683 ESPNEWS HD	723 Showtime Showcase HD	863 Reggae	894 Musica Urbana
635 Fuse HD	685 Comcast SportsNet HD	724 Showtime Showcase (West) HD	864 Classic Rock	895 Pop Latino
636 Wealth TV HD	689 Speed HD	725 Showtime Extreme HD	865 Retro Rock	896 Tropicales
637 E! HD	690 NFL Network HD	726 TMC HD	866 Rock	897 Mexicana
638 WE HD	691 VERSUS HD	727 TMC Xtra HD	867 Metal	910-921, 955
639 Lifetime HD	692 Tennis Channel HD	728 TMC Xtra (West) HD	868 Alternative	Pay per view
640 Lifetime Movie Network HD	693 NHL HD		869 Classic Alternative	941-954, 981-
641 ABC Family HD	694 GOLF HD		870 Adult Alternative	998 On Demand
642 Food Network HD			871 Soft Rock	
643 HGTV HD			872 Pop Hits	
645 Planet Green HD				
646 Style HD				

EXHIBIT 8

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS

The following public buildings and non-profit organizations shall continue to receive Drops and/or Outlets and the monthly Basic Service at no charge:

- (1) East Lexington Branch Library: 737 Massachusetts Avenue
- (2) East Lexington Fire Station: 1006 Massachusetts Avenue
- (3) Council-on-Aging: 1475 Massachusetts Avenue
- (4) Police Station: 1575 Massachusetts Avenue
- (5) Cary Hall: 1605 Massachusetts Avenue
- (6) Town Hall: 1625 Massachusetts Avenue
- (7) Cary Memorial Library: 1874 Massachusetts Avenue
- (8) Fire Headquarters: 43 Bedford Street
- (9) DPW Operations: 201 Bedford Street
- (10) DPW Recycling Area: 60 Hartwell Avenue
- (11) Westview Cemetery: 520 Bedford Street
- (12) North Lexington Pump Station: Bedford Street/Route 128
- (13) Visitors Center: 1875 Massachusetts Avenue
- (14) PEG Access Studio: Kline Hall, 1001 Main Campus Drive
- (15) Hancock Church: 1912 Massachusetts Avenue
- (16) Hayden Recreation Center: 24 Lincoln Street
- (17) National Guard Armory: 459 Bedford Street
- (18) DPW Administration Building: 1557 Massachusetts Avenue

EXHIBIT 9

FREE DROPS AND MONTHLY SERVICE TO SCHOOL BUILDINGS

The following school buildings shall continue to receive Drops and/or Outlets and the monthly Basic Service at no charge:

- (1) School Administration Building: 146 Maple Street
- (2) Clarke School: 17 Stedman Road
- (3) Diamond Middle School: 99 Hancock Street
- (4) Bowman School: 9 Phillips Road
- (5) Bridge School: 55 Middleby Road
- (6) Estabrook School: 117 Grove Street
- (7) Fiske Elementary School: 55 Adams Street
- (8) Harrington Elementary School: 328 Lowell Street
- (9) Minuteman Regional Vocational School: 758 Marrett Road
- (10) Lexington High School: 251 Waltham Street
 - Main Building: 251 Waltham Street
 - Science Building: 251 Waltham Street
 - ABC Building: 251 Waltham Street
 - DEF Building: 251 Waltham Street
- (11) Hastings School: 7 Crosby Road

EXHIBIT 10

GROSS ANNUAL REVENUES REPORTING FORM

Company: **RCN-BecoCom, Inc., Inc.**

Municipality: **Lexington, Massachusetts**

Annual Revenue Period: _____ Calendar Year: _____

I. Composition of Total Revenues Subject to License Fee:

Revenue Adjustment (specify)	Totals
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Totals by Non Service:	
Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Franchise Fees	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]
Total Gross Revenue	\$ [enter total]
License Fee (5%)	\$ [enter % of total]
Fee on Fee (5%)	\$ [enter % of %]
License Fee Due	\$ [enter total due]

1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance, etc.

Authorized RCN Representative:

Date: _____

EXHIBIT 11

207 CMR 10.00 BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.

A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.

At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice. Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.

At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.

Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.

Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.

Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.

A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

The bill shall contain the following information in clear, concise and understandable language and format:

The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;

the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;

the dates on which individually chargeable services were rendered or any applicable credits were applied;

separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;

the amount of the bill for the current billing period, separate from any prior balance due;

The date on which payment is due from the subscriber.

Cable operators may identify as a separate line item of each regular subscriber bill the following:

The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;

The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;

The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.

All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.

A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.

Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.

A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.

The following provisions shall apply to the imposition of late charges on subscribers:

A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.

A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.

No late charge may be assessed on the amount of a bill in dispute.

A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due.

A notice of termination shall not be mailed to subscribers until after the date of delinquency.

A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.

Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:

A subscriber requests total disconnection from cable service; or

A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.

If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.

The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.

Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).

The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.

Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.

The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 12

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering

Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of

the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include,

but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 13

MASSACHUSETTS COMPETITION DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Contact:

E-Mail:

Average Resolution Time:

Manner of Resolution:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

Form 500 Service Interruption Data – Paper Filing

City/Town:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

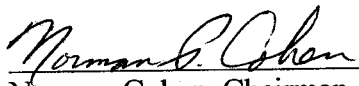
Average Resolution Time:

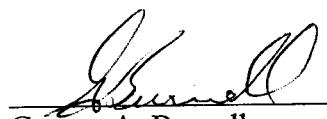
<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days <6> >30 Days

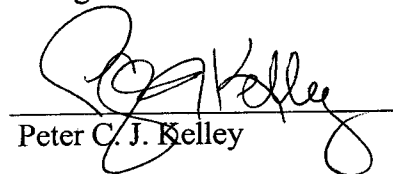
[illegible]

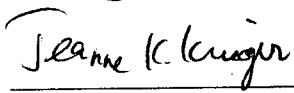
SIGNATURE PAGE

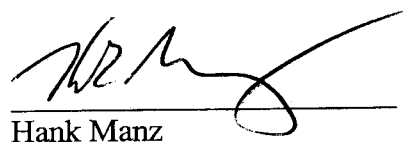
In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Lexington, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by RCN BecoCom, Inc., this 22nd day of June, 2009.


Norman G. Cohen, Chairman

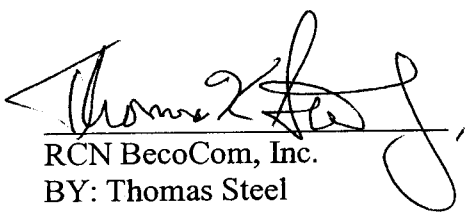

George A. Burnell

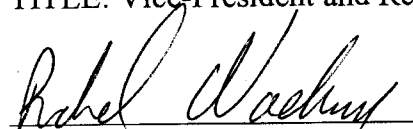

Peter C. J. Kelley


Jeanne K. Krieger


Hank Manz

The Board of Selectmen, as Issuing Authority.


RCN BecoCom, Inc.
BY: Thomas Steel
TITLE: Vice-President and Regulatory Counsel


RCN BecoCom, Inc.
BY: Richard Wadman
TITLE: Sr. Vice-President and General Manager



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

NORMAN P. COHEN, CHAIRMAN
JEANNE K. KRIEGER
PETER C.J. KELLEY
HANK MANZ
GEORGE A. BURNELL

June 22, 2009

TEL: (781) 862-0500 x208
FAX: (781) 863-9468

Thomas K. Steel, Jr.
Vice-President and Regulatory Counsel
RCN-BecoCom, Inc.
115 West First Street
South Boston, MA 02127


RE: Resolution of Outstanding Balance

Dear Mr. Steel:

We are writing to you in our capacity as statutory Issuing Authority for the Town of Lexington, Massachusetts (the "Town"). RCN-BecoCom, Inc.'s ("RCN") current Final License expires on June 30, 2009. In the June 2006 Final License Amendment, RCN agreed, among other things, to "forgive any credits due to the Town as a result of any initial overpayments of the PEG Access payments to the Town". Notwithstanding this, RCN continued to withhold amounts constituting such credits in each of the past five (5) years. While RCN had agreed to repay those amounts to the Town, it has not done so to date. However, the Town and RCN have now agreed that RCN, in lieu of those payments, will contractually provide the Town with a total of fifty (50) Mbps (full duplex) of Internet bandwidth, for the entire term of a new Renewal License, scheduled to go into effect on July 1, 2009.

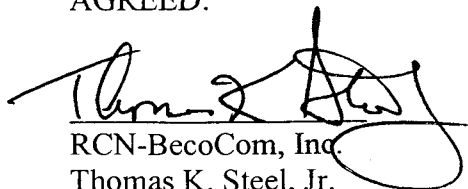
If this accurately summarizes the resolution of the amounts due to the Town under the 2006 Final License Amendment, would you kindly sign below where indicated and return the original to the Town.

Very truly yours,


Norman P. Cohen
Chairman

NPC/lap

AGREED:


RCN-BecoCom, Inc.
Thomas K. Steel, Jr.
Vice President



June 29, 2009

Norman P. Cohen, Chairman
Board of Selectmen
Town Hall
1625 Massachusetts Avenue
Lexington, MA 02420

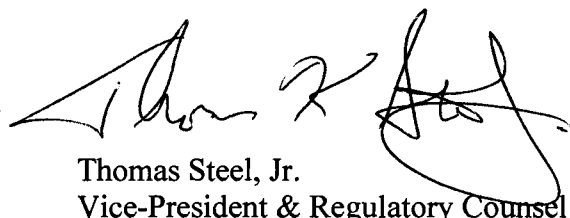
Re: Relocation of Utility Poles

Dear Chairman Cohen:

I am writing to you regarding the matter of Verizon (or the pole owner) removing double utility poles in the Town of Lexington. I have discussed this matter with the Town's Communications Advisory Committee, which asked that I send this letter to the Selectmen. This is to advise the Board of Selectmen that RCN-BecoCom, Inc. will use its best efforts to ensure that its personnel will be available in a timely manner, within seventy-two (72) hours of a request by Verizon, at those utility pole locations that are being temporarily relocated by Verizon (or the pole owner) or in order to replace pole.

Please feel free to contact me if you have any questions regarding this matter.

Very truly yours,



Thomas Steel, Jr.
Vice-President & Regulatory Counsel

Cc: Communications Advisory Committee
Peter J. Epstein, Esquire

R I D E R

To be attached to and form part of:

Bond Number 103624563

dated 5/5/2001

issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

in the amount of \$300,000.00

on behalf of RCN BECO COM, LLC
(Principal)

and in favor of TOWN OF LEXINGTON
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The Bond amount shall be amended:

FROM: \$300,000.00 (Three Hundred Thousand Dollars and 00/100)

TO: \$75,000.00 (Seventy Five Thousand Dollars and 00/100)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

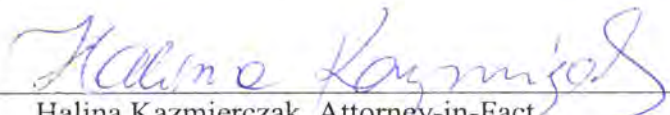
This Rider is to be Effective this 26th day of June, 2009.

Signed, Sealed & Dated this 26th day of June, 2011.

RCN BECO COM, LLC

By: 
(Principal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Surety)

By: 
Halina Kazmierczak, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220579

Certificate No. 002680331

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert McDonough, Glenn Pelletiere, Debra A. Deming, Vivian Carti, Halina Kazmierczak, Cynthia Farrell, Sandra Diaz, , Thomas Rhatigan, Evangelina L. Dominick, Annette Leuschner, Michael Kubis, and Valorie Spates

of the City of New York, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of October, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this the 29th day of October, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of June, 2009


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 648,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,686,626	LOSS ADJUSTMENT EXPENSES	276,222,162
INVESTMENT INCOME DUE AND ACCRUED	46,660,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,195	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	105,982,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,980
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,584,808
		RETROACTIVE REINSURANCE RESERVE	11,097,884
		POLICYHOLDER DIVIDENDS	9,605,141
		PROVISION FOR REINSURANCE	5,452,296
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(45,467,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		TOTAL LIABILITIES	\$ 2,361,267,253
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,678,916
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,734,976,318
TOTAL ASSETS	\$ 4,096,243,572	TOTAL LIABILITIES & SURPLUS	\$ 4,096,243,572

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)SS.
CITY OF HARTFORD)

ERIC B. BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.

CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17th DAY OF APRIL, 2009



MARIE C. TETREAULT
Notary Public
My Commission Expires June 30, 2011